49-P

Previous references.

1910-11
(S.R.)

File No. 156-10

Serial Nos. 1-9

Later references.

7. Nov^r 11. 881-2. S.R 94-11
Ex: 65-23 (1-21)

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1-9

Part B. for August 1911.

SUBJECT.

Re, arrack manufacturing Contract.

1. From the Excise Comm^r.
No 7650 d. 27.3.11
Forwards copy of his letter to the Govt Advocate asking for his opinion on the legal effects of the Contract consequent on the death of Mr. Bajjanna and states that in the meanwhile the practice of issuing cheques in the name of the agent is continued

2 From the Excise Comm^r.
No. 7942 d. 4-4-11

G. R. S. 58

Submits copies of the reply received from the Govt Advocate in the matter of the arrack contract consequent on the death of Mr. Bajjanna.

partners and heirs of the deceased

From the Excise Comr.
No. 8456 dt 20-4-11
Forwards copies of correspondence between
himself and Govt Advocate on the one hand and
Messrs Rangaswamy Mudaliar & Narasimhaiya
on the other and recommends that the manu-
facturing contract may be continued in favour
of the heirs of both the partners the name of the
firm being changed to "Messrs A. Narayana
Swami Mudaliyar & Co and M. Bajjamma & Sons".

To the Excise Comr.
" Controller,
" Deputy Comr of Dts.
No. E. 5689-98 dt. 16.5.11
authorises the ~~Excise~~ Excise Comr to get
a ~~paper~~ fresh document executed, the draft
of it being subd to Govt for approval.

5. From the Excise Comr.
No 2670 dt. 23.5.11
Submits for approval a draft of the new agree-
ment as directed above.

6. To the Excise Comr,
No. E. 6220 dt. 27.6.11
approves of the draft of the agreement.

7. From the Excise Comr.
No 10539 dt. 29.6.11
Requests that the approved copy of the agreement
may be sent to him for reference.

8. To the Excise Comr.
No. E. 183 dt 15.7.11
Forwards the approved draft agreement and returns
the Power of attorney executed in favour of M. Nara-
simhaiya by his mother on behalf of her minor son.
From the Excise Comr No 529 dt. 18.8.11
draft agreement.

G.R.S. 11] 1960

GENERAL AND REVENUE SECRETARIAT.

(SM)

NOTES.

File No. 1560

FILE HEADING.

Arrack manufacturing Contract

From The Excise Comte

No. 7650 Dated 27/7/11 Received 28/7/11

Diary No. 3877 Enclos. 1 Spare Copies Serial No. 1

BRIEF ABSTRACT OF LETTER.

Forwards C/Sy of her letter to the Govt Advocate asking for his opinion on the legal effects of the Contract consequent on the death of Her Majesty and states that in the meanwhile the procedure of issuing Cheques in the name of the late Queen is continued

NOTES AND ORDERS.

(1) When Her Majesty's Proclamation was issued no notice was taken and no difficulty experienced as there were his

why, was not the question raised though perhaps not in connection with the arrack Contract, but from the Carrying out of the Contract

Notes—First sheet

GPB—15,000—24-4-09.

29/7/11

G.R.S. 12]
General and Revenue Secretariat.

SM File No. 156 of 1900

Serial No.

partners were specified in the agreement & they were available. Mr Bajjamma was only a joint Contractor with a Narasimhaswami Mudr & Co Consequently Mr Maisondadeva Mudr & others named in the agreement. Now that Mr Bajjamma is dead the Doubt has arisen

(1) The system of issuing Cheques to the agent of the joint Contractors is said to Continue & there is no difficulty whatever in the working of the distillery

(3) As regards the legal objects of the case the Govt advocate has been Consulted in the matter by the Queen Comp himself and a fortnight report from the latter may be awaited.

Submitted for orders

Agent

28/2/00

Dy C

28/2/00 (4) The firm that undertook the Contract Consisted of four persons viz (1) Mr Mayandadeva

NOTE—Contn. sheet.

GPB—55,000—27-4-99

G.R.S. 12]
General and Revenue Secretariat.

GR File No. 451 of 1910

Serial No.

Mad^{r} (2) M^{s} Sundara Murthi Mud (3) M^{s} Murugesha Mud^{r} and (4) M^{s} Bajjamma. The "Agent" referred to in the letter under disposal is the "agent" (or more properly "manager – vide Condition 7 of the agreement) of the whole firm and the death of two of the partners does not seem to terminate the agency of the manager. However, the opinion of the Govt Advocate may be awaited and the file submitted to Dewan and 1st C^{r} in the meanwhile for info^{n}

29/3/11. SH

Le. (5)

1st C^{r} + Dewan pr perusal

1086-1
1.4.11

30/3/11

(6)

Secretary
1/4/11

3.4.11

(7) Vide orders on the subsequent reference

2540
1.4.11

28.4.11

NOTE—Contn. sheet.

GPB—55,000—27.4.09

G. R. S. 12]
General and Revenue Secretariat.

8M File No. 156 of 1910

(4)

Serial No.

From Veeraswamy Iyer
No 7942 & 4/4/11
Enclosed copies of the
petition presented to the Govt
Advocate in the matter of
the breach contract Compen-
sation suit of Veeraswamy
Iyer & agreement
executed by the surviving
partners & heirs of the deceased

(8) The file in the subject was
called for on 1/4/11. The
letter under ref. was
also called in Confirmation.
The agreement executed
on 28th inst. One 21st
presumed that a formal
agreement in the form will
be obtained from the parties
in due course
Submitted for orders
Sd/-
Sd/-

(9) Sent in Confirmation.

8/4/11 Sd

8/4/11 Sd/- 8th C.V. Devasar

9387
8M/156/10

NOTE—Contn. sheet.

GPB—55,000—27-4-09

5 (3)

2613
10.4.11

Serial No. (10)

The Spence Estates may be authorized to get a fresh agreement executed by the surviving partners & the heirs of the deceased partners. If the Government advocate's view is correct the agreement became void on the death of the late Rao Bahadur Naiyanda Devanmood.

(11) Sapee
Further action
should be expedited.
The new lease should be
so worded as to cover the period
from the date of Mr. Mac-
Gowdakine's death.

11052
15.4.11

1911
8/4/11
WR
3/4
10/4/11

(12)

29/4/11

(13) In the meantime the following

NOTE—Contn. sheet.

RPB—55,000—27.4.09

G. R. S. 12]
General and Revenue Secretariat.

S. R. File No. 156 of 1911

Serial No.	
	Communication has been received from the Excise Com[r] No. 8456 D, 20-4-11 forwards copies of correspondence between himself and the Govt advocate on the one hand, and Messrs Thangavelu Mudaliar & Narasimhaeya on the other, and recommends that the manufacturing contract may be continued in favour of the heirs of both the partners, the name of the firm being changed to "Messrs A. Narayana swami Mudaliyar & Co., and T. Bajjanna and Sons
3	A draft order accepting the recommendation and incorporating therein the orders of the First Councillor & the Dewan is subd. The second sentence of para 2 of the Order portion in the draft is taken from the G.O re continuance of arrack carrying contract after Mr Margadadeva Mud[is] death.
	Submitted (15) May be appd 11/5/11
	Add (1-24) 10/5 Rlc 10/5/11 See 7

NOTE—Contn. sheet.

GPB—50,000—12-8-10

7

G. R. S. 12]
General and Revenue Secretariat.

S.R File No. 156 of 1910

Serial No.	
	(16) Draft may be approved.
	1st C)
	USB 11/5/11
	SH 11/5/11.
	(17) approved ISB 13/5/11
	Issue
	HS 13/5/11
	SH 13/5/11
4	To the Excise Com " Comptroller " Deccan Agts No 9E 5608-98-8 dy 16.5.11 Authorises the Excise Com to execute document executed, the draft yet being submitted for approval.
5	From the Excise Com No. 9690 dy 23.5.11 Submits for approval a draft of the new agreement as directed above.
	(18) Submitted for orders. Forwarded

NOTE— Contn. sheet.

GPB—50,000—12-8-10

SSR 1/11 26/5 BK 26/5/11

G. R. S. 12]
General and Revenue Secretariat.

S. G. File No. 156 of 1910

8

Serial No.

Dy No. 1153
of 27-5-11
encl collection
& other papers

To the Govt Advocate for favour of opinion on the draft agreement proposed to be taken.

S. Narayana Rao
for Sec.

26/5/11.

(19) The draft agreement may, I think, be adopted.

29. 5. 11

S. Narayana Rao
Govt Advr.

N. O. 49.
11
30/5

(20) Submitted with a draft approvement, for orders.

1502
(121)
30/5
30/5/11

(21) The new agreement is a copy of the old one - taking effect from the same date viz 1st July 1910

(22) May be a/s/d

31/5/11.

(23) approved

31/5/11

(24) Dewan

GPB—50,000—12-8-10

NOTE—Contn. sheet.

11/9/11
1.6.11

Approved Dewan 1/6/11

31/5/11

G. R. S. 12]
General and Revenue Secretariat.

SR File No. 156 of 1910

9

Serial No.	
	Issue draft—appd by Devom.
	abt B
	8/7/11
6	To the Excise com✓
	no 76 6220 dy 29-6-11
	Approves of the draft of the agreement
7	From the Excise com✓
	no 10539 dy 29-6-11
	Requests that the approved copy of the agreement may be sent to them for reference.
	Subd with a draft forwarding the draft agreement for reference & return as it may be required by us at some future time. There is nothing on the agreement to show that it has been approved. Some An endorsement to that effect is perhaps necessary.
	The power of attorney executed in favor of Mr. Narasimhaya will also be returned as requested
	add for by the Excise com in his no 8456 dy 20.4.11
	Subd.
	8/7/11

NOTE—Contn. sheet.

GPB—50,000—12-8-10

7.7.9

G.R. S. 12]
General and Revenue Secretariat.

S.A File No. 156 of 1910

Serial No.	
8	To the Excise Com no. 7E 183 dt 15-7-11 Forwards the approved draft agreement for reference & return. Also returns the Power of Attorney executed by A in favour of M. Narasimha Rao in this matter on behalf of the Mysore Sugar
9	From the Excise Com no 1529 dt 18-8-11 Returns the draft agreement.
	Submitted. The file may be closed here. ASR (12) 24/8 Initials 24/8/11

NOTE—Contn. sheet.

GPB—50,000—12-8-10

(1)

93877

Lr 7650
1/1

OFFICE OF THE EXCISE COMMISSIONER IN MYSORE,

Bangalore, dated 27th March 1911

SR 156-08 (1)

From

H. H. Sparkes Esquire

Excise Commissioner in Mysore.

To

C. S. Balasundram Iyer Esq. B.A

Offg: *Secretary to the Government of*
His Highness the Maharaja of Mysore,
General and Revenue Departments.

SIR,

I have the honor to forward herewith copy of my letter addressed to the Government Advocate in Mysore for the information of Government and to state that the reply from that officer will be communicated on its receipt in this office.

2. It may not be out of place here to mention that the practice of issuing cheques to the agent is being continued for a year its cessation would materially interfere with the arrangements for the supply of liquor.

I have the honor to be

Sir,

Your most obedient servant,

for Excise Commissioner

1/3876

19 11.

From D 3877

H. H. Sparkes Esquire

Excise Commissioner in Mysore.

To

C. S. Balasundaram Iyer B.A., B.L.

Secretary to the Government of
H. H. the Maharaja of Mysore,
Genl. and Rev. Depts.

Dated

Despatched 27-3-11

Received

General No. 7653

Enclosure No. 1

SUBJECT.

Forwarding copy of his letter addressed to the Govt. Advocate in Mysore in connection with Messrs A Narasinga, Modaliar & Co & Bajjanna's arrack manufacturing Contract to the State from 1st July 1910 to 30th June 1913. &c

—

GPB—2,000—31-7-09

SR 156-10 gel

2

Office of the Excise Commissioner
in Mysore,
Dated Bangalore, 20th March 1911

No. 7649/1

From

H H Sparkes, Esquire,
Excise Commissioner in Mysore.

To

The Government Advocate in Mysore,
Bangalore.

Sir,

In forwarding herewith copy of an agreement executed by Messrs A. Narrainswamy Mudaliyar and Co., and M. Bajjanna in connection with their Arrack Manufacturing contract to the State from 1st July 1910 to 30th June 1913 for reference and obliging return, I have the honor to state that it is learnt from a reliable source that Mr. Bajjanna one of the partners died a few days ago from a carriage accident and to request you will be so good as to give your opinion on the legal aspect of the relation between the State and the surviving members of the firm especially in the matter of the daily issue of cheques for the quantity of spirits passed out of the Distillery to the Agent appointed by the firm before the decease of Mr. Bajjanna. Information is also requested as to whether it is necessary to have a fresh agreement executed by the surviving members and the heirs or the legal representatives of the deceased --

partner

partner and also whether it is binding on the Government to recognize these contractors and allow them to continue in their business.

2. Favour of a very early reply is requested.

I have the honor to be,

Sir,

Your most obedient servant,

(sd) B. Shamanna.

for Excise Commissioner.

" Copy "

Shamanna

for Excise Commissioner.

04036 (4

No 7942
1:2

OFFICE OF THE EXCISE COMMISSIONER IN MYSORE,

Bangalore, dated 4th April 1911

OM 156-10 8/(2)

From

H. H. Sparkes, Esquire,

Excise Commissioner in Mysore.

To

C. S. Balasundram Iyer, Esq., B.A.,

Offg: *Secretary to the Government of*
His Highness the Maharaja of Mysore,
General and Revenue Departments.

SIR,

10 3877
OM 156-10

In continuation of my letter No. 7650, dated the 27th Ultimo, I have the honor to forward herewith copy of letter No. 251, dated the 28th idem, from the Government Advocate in Mysore, and 6 state that pending the execution of a new agreement by the surviving partners and the heirs of the deceased partner, the engagement bind-ing the former personally responsible for the daily issue of the cheques and for getting the fresh agreement duly executed referred to by the Government Advocate has been taken, copy of which is here-in enclosed for the information of Government.

I have the honor to be,

Sir,

Your most obedient servant,

Bramanna

for Excise Commissioner.

8/.

1911. 84036

From

H. H. Sparkes Esquire

Excise Commissioner in Mysore.

To

C. S. Balasundaram Iyer & Ve. BA,

Offg. *Secretary to the Government of*
H. H. the Maharaja of Mysore,
Genl. and Rev. Depts.

Dated

Despatched 5—4—11.

Received

General No. 794

Enclosure No.

SUBJECT.

Forwarding copy of letter No 251 dated the 28th idem from the Govt Advocate in Mysore stating in connection with late Mr Bajjanna's partnership

---

GPE—2,000—31-7-09

S.R. 156-10 (2)

Copy of letter No. 251, dated 28th March 1911, from the Government Advocate in Mysore, to the Excise Commissioner in Mysore.

In reply to your letter No. 7649, dated 27th Instant, I have the honor to state that a partnership is dissolved by the death of one of the partners, and that a surviving partner has the power to do all acts necessary to wind up the business of the firm such as collecting the outstandings realising the assets etc. He has no power to enter into fresh engagements so as to bind the heirs of the deceased partner. If the surviving partners and the heirs of the deceased partner agree to continue the business of the firm with the same capital, they may do so, but this will, in law, amount to a fresh partnership.

2. In these circumstances the safest course to pursue seems to be to require the surviving partners and the heirs of the deceased one to execute a fresh agreement in terms of the old one for the remaining period of the contract, which it is presumed the partners will not be unwilling to do.

3. Pending the execution of a new agreement, the surviving partner may be asked to enter into an engagement to hold himself personally responsible for the daily issue of the cheques &c and for getting the fresh agreement duly executed.

4. The enclosures to the letter under reply are herewith returned.

" Copy "

for Excise Commissioner.

S.R 156-10 &(2)

Copy of letter dated 31st March 1911, from Messrs A. Narrainswamy Mudaliar and Co., to the Excise Commissioner in Mysore.

We beg to report that Mr. Bajjanna, our partner in the current arrack contract of the Mysore State, died at Mysore on the 23rd March 1911.

2. Until the funeral ceremonies are over, no arrangement can possibly be made in connection with Mr. Bajjanna's partnership. In the meantime, we beg that Government will alow us to continue the contract, to issue cheques in our name and to hold correspondence with us. We bind ourselves to hold responsible for proper perform-ance of the contract.

" Copy "

Bramanna

for Excise Commissioner.

No 8457
K 7

SR 156-10 (31)

OFFICE OF THE EXCISE COMMISSIONER IN MYSORE.

Bangalore, dated...19th..April.....*19*11.

From

H. H. Sparkes, Esquire,

Excise Commissioner in Mysore.

To

C. S. Balasundram Iyer, Esq., B.A.,

Offg: *Secretary to the Government of*
His Highness the Maharaja of Mysore,
General and Revenue Departments.

SIR,

In continuation of my letter No. 7942 dated 3/5-4-11, I have the honor to forward herewith copies of the marginally noted letters and to recommend that the the manufacturing contract may be continued in favour of the heirs of both the partners, the name of the firm being changed to "Messrs A. Narrayanswami Mudaliar and Co. and M. Bajjanna and Sons as requested

1. My letter dated 6-4-1911 to Mr. A. Thangavelu Mudaliyar.
2. - do - do - to r. Narasimhaiya.
3. My letter No 8066 dated 10/11th April 1911 to the Government - - Advocate.
4. His reply.
5. Reply from Mr. A.Thangavelu Mudaliyar.
6. Reply from Mr. M. Narasimhaiya with Power-of-Attorney

2. I have to invite your attention to the latter part of para 1 of the letter from the Government Advocate and to state that Mr. Thangavelu Mudaliyar has been this day asked to produce the necessary acquittance signed by all the members of the family.

3. Mr. Narasimhaiya, Bajjanna's eldest son, has produced a Power-of-Attorney authorising him to act for his minor brother, which is herein enclosed with a request that it may be returned early.

I have the honor to be,
Sir,
Your most obedient servant,

H H Sparkes

Excise Commissioner.

D4263

1911.

From

F. H. Sparkes Esquire

Excise Commissioner in Mysore.

To

C. S. Balasundaram Iyer

Secretary to the Government of
H. H. the Maharaja of Mysore,
Genl. and Rev. Depts.

Dated

Despatched 20 — 4 — 11

Received

General No.

Enclosure No. 7

SUBJECT.

Recommending that the manufacturing Contract may be continued in favor of the heirs of both the partners, the name of the firm being changed to "Messrs A Narrainswamy Mudaliar & bro and M. Bajjanna & sons"

S-R-156-10 gl (3)

8

Copy of my letter No . dated 6-4-1911 to Mr. A. Thangavelu Mudaliar.

With reference to our conversation this after-noon, I think that the safest plan will be for both parties to enter - into a fresh agreement for the remaining period of the contract. If you agree with me, kindly let me know as early as possible, the names which you wish inserted under the name of Messrs Narrainswamy Mudaliar & Co., On receipt of your reply I will communicate with Government and let you know the result.

" Copy "

H H Lyall

Excise Commissioner,

in Mysore.

SR 156-10

9

Copy of my letter dated 6th April 1911 to Mr. M. Narasimia

With reference to our conversation of this after-noon and as you then informed me that you wished to carry on the - - buisiness of your late father as one of the contractors for - - distilling arrack for the Mysore Government, I think our best plan will be to enter into an entirely fresh contract for the remaining portion of the present contract period, and if you - agree with me, I shall be obliged if you will give me the names of the persons whom you wish entered in the contract in place of the late Mr. Bajjanna. In replying to this letter, kindly forward me your power-of-attorney for acting on behalf of the rest of the family. On receipt of your letteer and power-of-attorney, I will communicate with Government and let you know the result.

" Copy "

H H Sparke

Excise Commissioner,

in Mysore.

S-R 156-10 & (a)

10

Copy of my letter No.8066, dated 10/11th April 1911 to the Government Advocate, in Mysore, Bangalore.

With reference to your letter No.251, dated 28-3-1911, stating that the partnership of Messrs. A. Narrainswamy Mudaliar & Co., and Bajjanna was dissolved by the death of the latter and suggesting the execution of a fresh agreement for the arrack - manufacturing contract, I have the honor to inform that the - original partners Messrs. A. Maigandadeva Mudaliar and Bajjanna who were carrying on both the arrack transporting and manufactur -ing contracts of the State have both died leaving behind them undivided brothers, nephews, major and minor sons. For the successful working of these contracts deposits have been made by these partners prior to their decease. Under these circumstanc information is requested on the following points:-

1 So far as the arrack manufacturing contract is concerned whether the major sons who come forward as the managing represen -tives of the estates of their respective deceased parents can be accepted as such without any certificate from a Court of Law authorizing them to act for their minor wards; and whether --- Government will not run the risk in case these wards should, - after attaining their majority question the actions of these - - managing representatives when their rights to the estate are - affected.

2 Whether the deposit made for this contract by the deceas -ed can be taken as the deposit for the successful working of the concern by the representatives.

3 Until a reconstitution of the partnership or the execu- -tion of afresh agreement by the legal heirs of the deceased - partners in whose names the cheques should be issued by Govern- -ment

4 Whether the major son of the late Mr. Bajjanna can act under a special-power-of-attorney granted by his step-mother - as the natural guardian for her minor son.

5 What formalities are necessary for the execution of the agreement and the special power-of-attorney to keep clear of - all legal disabilities.

6 As the arrack transporting contract from 1st July 1911 is kept for settlement by tenders whether the amount of deposit made by the deceased can be taken for the new contract in case the tender of these major sons be accepted.

7 In whose names the remuneration bills should be made - out during April, May and June 1911

8 Whether any formalities are necessary in the return of the deposit amount of the old firm and to whom?

An early reply on all the points in detail is requested to act up to legal accuracies as far as possible.

" Copy "

Excise Commissioner, in Mysore.

SR-156-10 SE(31)

Copy of letter No. 262, dated 18th April 1911, from the Govern--ment Advocate in Mysore, to the Excise Commissioner in Mysore.

I have the honor to state the following replies in - - sereatum to the several questions raised in your letter No. 8066, dated 10th Instant.

1. The deceased Contractors being Hindus, the eldest sons become managers of their respective families and will continue to be such till a partition takes place. No special appointment by Court is necessary to constitute the eldest member, a manager of his undivided family. The manager has an inherent power to carry on the business commenced by his father or predecessors. His bonafide acts in so carrying on the business will bind all junior members of the family. Doubts may arise as to whether a particular person is the manager of the family. It is safer in such cases to insist on the production of a succession certificate or an acquit--tance signed by all the members of the family before making any pay--ments of money due to the deceased contractor.

2. Yes. The deposit amount will be a security for the due fulfilment of all obligations arising out of the contract which the legal representatives of deceased contractors are bound to discharge before they can claim refund of the deposit. It will be noticed that the death of a partnerdissolves a partner-ship as between the members thereof. But the surviving partners or legal - - representatives of both the partners are bound to discharge all obligation incurred by the firm under contracts entered into by them with the Government.

3. The cheques can only be issued to the person agreed upon by the heirs of both the deceased contractors.

4. Yes.

5. No special formalities are laid down by law in this res--pect.

6. Yes, if all the heirs consent.

7. This is answered in para 3.

8. The latter part of the answer to query one deals with the precaution to be taken in this respect.

" Copy "

for Excise Commissioner.

S.R 156-10 Sec 31 14

Copy of letter dated 19th April 1911 from Mr. A. Thangavelu Mudaliar to the Excise Commissioner, in Mysore.

With reference to your letter of the 6th April 1911, I beg to state that in the fresh agreement for the manufacture of arrack the name of my late father A. Maigandadeva Mudaliar may be substituted by my name, as has been done in the contract for the carting of arrack.

My uncles, Messrs. A. Sundaramoorthy Mudaliar and - - A. Murugesa Mudaliar are agreeable to this.

" Copy "

Excise Commissioner,

in Mysore.

S.R-156-10 & (9)

15

Copy of letter dated the 19th April 1911 from Mr. - M. Narasimiah to the Excise Commissioner, in Mysore.

With reference to your letter No 8317 of the 12th April 1911, I beg to forward, herewith, a power of attorney executed in my favour by the family of the late Mr. M. Bajjanna for - - carrying out the contract executed by him with the Mysore Govern -ment along with Messrs. A. Narrainswamy Mudaliar & Co., for - the manufacture of arrack.

I beg also to state that in the words " A. Narrainswamy Mudaliar & Co. & M Bajjanna ", in which name the contract now stands, the words, Bajjanna & Sons ' may be substituted for the name M. Bajjanna

The favour of the return of the power of attorney is - requested.

" Copy "

Excise Commissioner,

in Mysore..

16

G.R.S. 28.]

File No. 156-10

Serial No 4

Diary No. of letter replied to 4036

Proceedings of the Government of His Highness the Maharaja of Mysore.

GENERAL AND REVENUE SECRETARIAT.
(S.R.).

, the 19

Date of issue 16.11.1911

Signed by Mr Narayanaswamy

READ

G.O. no. 7E 4739-49 S.R. 143-09 dd. 23.3.1910 accepting the tender of Messrs. A. Narayanaswamy Mudaliar & Co. and Bajjanna for the manufacture and supply of ORDER THEREON.—No. arrack to the State for a period of three years from the 1st July 1910.

2 Correspondence ending with letter no. 8456 dt. 25.4.1911 from the Excise Commr. Mysore.

over

SUBJECT.

GPB—10,000—19-4-10

1575-

reporting the death of Mr Bajjanna and recommending that the Contract may be continued in favor of his heirs and the surviving partners, the name of the firm being changed to Messrs A. Narayana-swamy Mudaliar and Co. and M. Bajjanna and sons.

Order thereon. no. 25689-98

The term that understood the Contract consisted of four persons viz Mr Marjanda-deva Mudaliyar Mr Sundara-murthi Mudaliyar and Mr Murugesa Mudaliyar as representing Messrs A. Narayanaswami Mudaliyar & Co, and Mr Bajjanna. Mr Marjanda-deva Mudaliyar died in June 1910 and was succeeded by his legal representative Mr A. Thanga-velu Mudaliyar. Recently in March last Mr Bajjanna also died, and the Excise Can therefore recommends that the Contract

16 May/13

G.R.S. 27]

GENERAL AND REVENUE SECRETARIAT.

(*Continuation Sheet draft form.*)

may be allowed to be continued in the name of Messrs A. Narayana Sami Mudaliar & Co and M. Bajpanna and Sons.

Govt are pleased to accept the recommendation of the Excise Com and they authorise him to get a fresh document agreement executed. The names of all the members comprising the two firms will should be entered in the fresh document which should be executed by the managing members of each, both on his account as well as on account of the other members. Further the new document should be so worded as to have effect from the date of Marigadeva Mudaliyar's death.

Please see flag A

The draft of the new agreement should be subd to Govt for approval

13/5/11

Offg Secy

GPB—10,000—22-2-11

To the Excise Com
" Comptr
" Dy Com of Rev

Advd 12/5/11

S.R. 156-10 84(57) 19.

No 9690
6:1

OFFICE OF THE EXCISE COMMISSIONER IN MYSORE,

Bangalore, dated.....22nd May.....*19*11.

From

K. Doraswami Iyer, Esq.,
Offg: *Excise Commissioner in Mysore.*

To

C. S. Balasundram Iyer, Esq., B.A.,
Offg: *Secretary to the Government of*
His Highness the Maharaja of Mysore,
General and Revenue Departments.

SIR,

With reference to Government Proceedings No. Fl.5689-98/ S.R.156-10-4. dated 16-5-1911, I have the honor to submit herewith for the approval of Government a draft of the new agreement for the manufacture and supply of arrack to the State as directed.

2. The alterations made are only two:- (1) the name of the firm is altered to A. Narrainswami Mudaliar and Co. and M.Bajjanna and Sons and the members comprising are particularised in the margin

Messrs A.Narrainswami Mudaliar and Co.

1. A.Thangavelu Mudaliar.
2. A.M.Sundaramurthy Mudaliar.
3. A.M.Murugesa Mudaliar.

Messrs M. Bajjanna and Sons.

1. M. Narasimhaian.
2. Chickharasappa, minor.

(2) the words " for the supply of water " are used instead of "the arrangements proposed in connec--tion with the water supply" in para 1 of condition 1, as arrange--ments are now completed.

Mr. Maigondadeva Mudaliar died on the 23rd June 1910 before the beginning of the contract under the original agreement. The period therefore, of the new contract is the same from 1st July 1910 to 30th June 1913 and is, therefore, not altered.

I have the honor to be.
Sir,
Your most obedient servant,

Offg: Excise Commissioner.

1911.

From

K. Doraswamy Iyer Esqre

Offg: *Excise Commissioner in Mysore.*

04736

To

S. S. Balasundaram Iyer Esqre
BA

Offg *Secretary to the Government of*
H. H. the Maharaja of Mysore,
Genl. and Rev. Depts.

Dated

Despatched 23rd May 1911

Received

General No. 9690

Enclosure No. 1

SUBJECT.

Submitting for the approval of Govt: a draft of the new agreement for the manufacture and supply of arrack to the state.

GPB—2,000—31-7-09

20

G.R.S. 28.]

28/6/10-30 am

File No 156-10

Serial No 6

Diary No. of letter replied to 4736

Proceedings of the Government of His Highness the Maharaja of Mysore.

GENERAL AND REVENUE SECRETARIAT.
(S.R.)

READ--

Correspondence ending with letter no 9690-923-5-1911 from the Excise Com^r in Mysore submitting for approval the draft of the new agreement to be executed by Messrs A. Narasimiasam Mudaliar and Co and M. Bajjanna and Sons for the manufacture and supply of arrack to the State

the

Date of issue 27 June/11

Signed by W Hirayanaiah

ORDER THEREON.—No.

Order thereon no 30622-0

Approved 27-6-11

Order

for Secy

31/5/11

SUBJECT.

To the Excise Com^r Mysore

Cus 27/6/11

Asst (Cy) 30/5

GPB—10,000—19-4-10

4

Lo 10539

OFFICE OF THE EXCISE COMMISSIONER IN MYSORE,

Bangalore, dated 28th June *19*11.

29

From

K. Doraswamy Iyer, Esquire,

Offg: *Excise Commissioner in Mysore.*

SA-1510
81 no 7

To

C.S. Balasundaram Iyer, Esq., B.A.,

Offg: *Secretary to the Government of*
His Highness the Maharaja of Mysore,
General and Revenue Departments.

SIR

Adverting to Government Proceedings No. FL.6220/S.R.156--10-6 dated 27-6-1911, I have the honor to request that the approved copy of the new agreement to be executed by the Arrack Manufacturing contractors may be kindly sent to this Office for reference

I have the honor to be

Sir

Your most obedient servant,

for Excise Commissioner.

AR

1/207 D5152

19 11

From

K Doraswamy Iyer Esqr

Offg. *Excise Commissioner in Mysore.*

To

G. S. Balasundaram Iyer Esqr BA

Offg. *Secretary to the Government of*
H. H. the Maharaja of Mysore,
Genl. and Rev. Depts.

Dated

Despatched 29 — 6 — 11

Received

General No. 10537

Enclosure No.

SUBJECT.

Requesting that the approved copy of the new agreement to be executed by the Arrack manufacturing contractors may be kindly sent to this Office for reference

GPB—2,000—31-7-09

G.R.S. 26]

File No. 15670

Serial No. 8

Diary No. of letter replied to 5152

General and Revenue Secretariat
(S.A)
the *19*

Date of issue 15-7-11

Signed by W Hanumanna

No. Je 183

Dated 15-7-11

To

The Excise Com

xxx in Mysore

Sir,

With reference to the correspondence ending with your letter no 10539 dated 29-6-11, I am directed to forward herewith for reference and return at an early date the new approved draft of the agreement to be executed by the Arrack Manufacturing Contractors. The power of attorney executed in favour of M. N. Narasimhaiya

over.

SUBJECT.

2-

[illegible] his mother or [illegible] of her minor son is also returned as desired in your letter no 8456 dy [illegible] 4.1911.

I have &c
Sd
for Chief Secy

[illegible]
[illegible]
[illegible]

[illegible]

List of enclosures,

Copied by

Examined by

GPB—20,000—25-9-10

23

No 1529
2:1

OFFICE OF THE EXCISE COMMISSIONER IN MYSORE,

Bangalore, dated 18 August 1911.

DIARY No. 652

1911-1912
SECTION S-R.
FILE No. 156-10
SERIAL No. 9

From

K. Doraswami Iyer, Esq.,
Offg: *Excise Commissioner in Mysore.*

To

C. S. Balasundram Iyer, Esq., B.A.,
Offg: *Secretary to the Government of*
His Highness the Maharaja of Mysore,
General and Revenue Departments.

SIR,

I have the honor to return herewith the draft copy of the agreement relating to the Manufacture of arrack received with your letter No. Fl.183/S.R.156-10, dated the 15th Ultimo.

I have the honor to be,
Sir,
Your most obedient servant,

Offg: Excise Commissioner.

19

From

K. Doraswami Iyer, Esq.,

Offg: *Excise Commissioner in Mysore.*

To

C.S.Balasundram Iyer, Esq., B.A.,

Offg: *Secretary to the Government of*
H. H. the Maharaja of Mysore,
Genl. and Rev. Depts.

Dated

Despatched 18 August 1911.

Received

General No. 152

Enclosure No.

SUBJECT.

Returning the draft copy of the agreement relating to the Manufacture of arrack.

GPB—2,000—31-7-09

S-R. 156-10

This agreement is entered into the of May one thousand nine hundred and eleven between the Excise Commissioner in Mysore, for the time being, on behalf of the Government of Mysore on the one part and Messrs A. Narrainswami Mudaliar and Company comprising the marginally noted gentlemen of Bangalore and Messrs Bajjanna and Sons comprising M. Narasimahiah and Chicknarasappa miner, represented by his mother Madamma carrying on business under the designation of " Manufacturers of Arrack and other Country Spirits to the Mysore State " on the other, for the exclusive privilege of the manufacture of arrack and other country spirits, for the territories of Mysore inclusive of the Civil and Military Station of Bangalore for a period of three years from 1st July 1910 to 30th June 1913.

1. A. Thangavelu Mudaliar
2. A.M.Sundaramurthy Mudaliar.
3. A.M.Murugesa Mudaliar.

The aforesaid Messrs A. Narrainswami Mudaliar and Co. and M. Bajjanna and Sons have hereby agreed and deposited with the Government of Mysore as security for the due fulfilment of their agreements the sum of rupees fifty thousand as

particularised

the Government will be carried out at the Government cost subject to the payment by the contractors of such additional rent or rate as may be fixed by Government; and such repairs to the Distillery buildings and channels as may be pointed out by the Executive Engineer, shall also be promptly executed by the Manufacturers, provided the annual cost of such repairs does not exceed fifty rupees.

2. The Manufacturers shall keep in store at the Central Distillery, ordinarily a supply sufficient for a month's consumption (34000 gallons), and never less than 18000 gallons of admissable spirits in terms of 25 Under-Proof.

3. The Manufacturers will be allowed to purchase arrack and other country spirits from any sugar factory which may be established in Mysore, and which may be authorised by Govern-ment to distil arrack and other country spirits. Should the Manufacturers themselves establish a sugar

sugar factory and distill arrack and other country spirits therein, with the permission of the Government, they will be bound to keep in stock at such factory such quantities of arrack and other country spirits as may be fixed by Government.

4. The spirits manufactured shall be of good quality. For reducing strong spirits to the authorised strength only Hessarghatta water shall be used when available, otherwise distilled water. In either case it will be under the supervision of the Senior Officer in charge of the Distillery. Hessarghatta water will be supplied by Government and will be under the control of the Distillery Officer. Its use is limited to the reduction of spirits only. The articles used in distilling shall be approved by the said Officer. No ingredient obnoxious to health shall be used in distilling or put into the arrack or other country spirits or special liquors after it has been manufactured. The spirits manufactured shall not be adulterated or

diluted

diluted, save by the addition of Hessarghatta or distilled water as the case may be, for the purpose of reducing strength to the authorised degree.

5. In outlying tracts where, owing @@ to small consumption or other causes, there is reason to suspect illicit distillation, Govern--ment will be at liberty to establish out-still after giving the Manufacturers the first refusal of so doing.

6. The Manufacturers shall issue at the Government Central Distillery or other -- place where they may be allowed to manufac--ture the same, to the Senior Government -- Officer in charge thereof, such quantity of each kind of arrack and other country spiri as may be indented for by him to supply.

1st. To such Bonded Depots as Government may from time to time, establish and -- maintain;

2nd. To separate shop-keepers licensed to sell in the Cities of Bangalore and - -

Mysore

Mysore and Kolar Gold Fields and in other places to which the separate shop system has been or may be extended;

3rd. To renters of vend farms to whom the Government may sell the right to vend -- arrack in defined tracts;

4th. To such other places or persons as may be directed by the Excise Commissioner;

5th. To the Government Excise Depot in the -- Civil and Military Station of Bangalore in compliance with indents received from the Superintendent of Excise, Civil and Military Station, Arrack supplied to the Civil and Military Station will not be paid for in advance but once a fortnight on receipt of bills from the Manufacturers to be -- submitted to the Collector, Civil and -- Military Station, through the said Super--intendent of Excise.

After the issues are made, the Distillery Officer shall issue a cheque on the Treasury Officer, -- Bangalore District, to the Manufacturers for the quantity of arrack and other spirits issued at

the

the rate fixed by their contract, namely, if -- Hessarghatta pipe water is used, R$.0-13-1½ for Molasses and Palmyra Jaggory Arrack per gallon of 25 Under-proof and R$.0-14-0 per gallon of 20 Under-Proof; in the case of Sugar-Cane -- jaggory arrack, R$.0-14-6½ per gallon of 25 Under--Proof and R$.0-15-6 per gallon of 20 Under-Proof If distilled water is used, the Manufacturers shall be allowed two pies extra per gallon in each case, And at such other rates for double--distilled liquors and Methylated Spirits and Rectified Spirits as may be fixed by the Manufac--turers and notified by them to the Excise -- Commissioner prior to the beginning of their -- contract.

The bulk of the arrack required shall always be of the cheaper sort and the Manufac--turers are bound to supply such arrack at such strength and in such quantities as may be pres--cribed by the Excise Commissioner and the rate to be paid shall be calculated proportionately upon the price ~~of~~ for 25 Under-Proof, in accordance with

with Casella's rules, irrespective of the mater
-als used by them in the manufacture of the sam

The sugar-cane jaggory arrack for sal
shall, if so required, be supplied in bottles
duly corked and sealed and labelled so as to
notify the price of the bottle.

All bottles used in the Distillery --
should hold exactly 8½ drams per quart and 4¼
drams per pint and the Senior Officer shall not
allow the bottles of less size to be used.
The Manufacturers shall always keep an adequate
supply of such bottles failing which they will
be held responsible for any loss that may accrue
to Government and to the licensees.

(2) The Manufacturers shall have no - -
interest in the retail vend of arrack nor shall
they employ as agent or in any other capacity in
the Distillery any person having such interest.

(3) The Manufacturers shall sell double-
-distilled or rectified spirits or other special
liquors, if any, manufactured by them to the --

licensees

licensees of special liquor shops and to those for the vend of " Foreign Spirits and Foreign -- Fermented Liquors " other than draught Foreign Malt Liquors. They shall also supply the same to Bonded Depots and to Hospitals and other Public Institutions on the Excise Commissioner's requisition.

For double-distilled or rectified @@@@ spirits and other special liquors, such as Brandy Whisky, Gin. etc., which may be specially manufa- -tured and issued with the approval of Govern- -ment, the Manufacturers are at liberty to fix their own prices and such bottling charge as may be fixed by Government from time to time. But such prices shall be notified to the Excise --- Commissioner prior to the beginning of the - - contract.

No spirit shall be removed from the Government Central Distillery or other authorised place of manufacture except for issue to Bonded Depots, unless the purchaser produces a Treasury Receipt for the amount of duty paid therefor.

7. The Manufacturers shall submit for the approval of the Excise Commissioner the names of persons employed by them as managers and distil--lers in the Distillery and no person not thus approved shall be permitted to act in these - - capacities.

8. The contract shall not be transferable except with the consent of the Government of His Highness the Maharaja of Mysore.

9. The Manufacturers shall be bound to conform to the provision of the Excise Laws and Rules for the time being in force or which may be enacted from time to time in the territories of Mysore and in the Civil and Military Station of Bangalore; and they shall see that all their employees give full effect to them.

10. The out-going Manufacturers shall give and the in-coming Manufacturers shall take over, any arrack or other country spirit and special liquors not exceeding a month's supply, which may remain as stock in hand on the last day of

the

the expiring contract, the latter paying the -- former for the same such value as may be fixed by the Excise Commissioner.

11. Should the in-coming Manufacturer or the Excise Commissioner so require, by at least one week's previous notice in writing, the out--going Manufacturer shall cease preparing "Wash" during the last month of their expiring contract and vacate the building so as to admit of the -- in-coming Manufacturers commencing operation Should no such notice be given the out-going -- Manufacturers may continue distilling till the end of their contract after which further dis--tillation by them must cease. The in-coming manufacturers shall issue arrack and other country spirits and other special liquors from the Distillery to Bonded Depots if so required by the Excise Commissioner in sufficient time (not exceeding two weeks prior to the commence--ment of their contract) to have their supply ready in all Bonded Depots for issue from the first July of the first year of their contract.

12.

12. The out-going Manufacturers shall sell, and the in-coming Manufacturers shall buy, all apparatus and stock and block belonging to the former at the Government Central Distillery near Bangalore or other authorised place of distilla--tion for a fair and equitable price fixed by the Excise Commissioner.

13. Improvement of the buildings of a - - permanent nature shall be retained and shall not be disturbed except with the approval of the Executive Engineer.

14. In the case of the breach of any of the above conditions, Government will be at liberty to cancel the contract and to declare the deposit made by the Manufacturers and all their apparstus and stock and block forfeited and also to recover from the defaulting Manufacturers such further -- loss as may be occasioned by such breach.

In witness whereof,

Excise Commissioner in Mysore, for the time being on behalf of the Government of Mysore, and the

aforesaid

aforesaid Messrs A. Narrainswamy Mudaliar and Company and Messrs Bajjanna and Sons hereunto set our hands and seals this of May One thousand nine hundred and eleven, at the office of the Excise Commissioner in Mysore, -- Bangalore.

Draft for approval of Govt.

by Executive

S C H E D U L E .

List of Government Securities lodged by the aforesaid Manufac-turers for the performance of the above contract

Government of Mysore Four per cent loan paper of 1906-07

1.	One paper	No.647/95/46.	Rs. 5000/-
2.	One paper	No.648/95/47.	5000/-
3.	One paper	No.649/95/48.	5000/-
4.	One paper	No.650/95/49.	5000/-
5.	One paper	No.651/95/50.	5000/-

Government of India Three and half per cent Promissory Notes of 1865.

1.	One paper	No.141775.	Rs. 5000/-
2.	One paper	No.141776/125796.	5000/-
3.	One paper	No.M.O.12952/M.O.12423.	10000/-
4.	One paper	No.M.O.12951/M.O.12423.	5000/-
		Total.	Rs.50000/-